

UNITED STATES TRUST COMPANY

OF NEW YORK

45 WALL STREET NEW YORK, N.Y. 10005

212-425-4500

RECEIVED

JUL 13 10 53 AM '77

I.C.C.  
FEE OPERATION BR.

RECORDATION NO. 8657 F Filed & Recorded

RECORDATION NO. 8657-A Filed & Recorded

July 12, 1977

JUL 13 1977-10 55 AM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission  
Office of the Secretary  
Washington, D.C. 20423

RECORDATION NO. 8657-E Filed & Recorded

JUL 13 1977-10 55 AM

Gentlemen:

INTERSTATE COMMERCE COMMISSION

On January 11, 1977, at 1:25 P.M., we filed in your office, pursuant to 49 U.S.C. §20c, the following documents, and each of such documents was recorded under the following recordation numbers:

1. Supplement to the Trust Indenture, dated as of October 1, 1976, and the Trust Indenture, dated as of May 1, 1975, signed by First Security Bank of Utah, N.A. and Thomas C. Cuthbert, not in their individual capacities, but solely as Owner Trustees, and United States Trust Company of New York, as Trustee--Recordation Nos. 8657 and 8657-A.

2. Master Equipment Lease, dated as of October 1, 1976, signed by First Security Bank of Utah, N.A. and Thomas C. Cuthbert, not in their individual capacities, but solely as Owner Trustees, as Lessor, and Kansas City Southern Industries, Inc., as Master Lessee--Recordation No. 8657-B.

3. Lease Supplement No. 1, dated as of October 1, 1976, between First Security Bank of Utah, N.A. and Thomas C. Cuthbert, not in their individual capacities, but solely as Owner Trustees, and Kansas City Southern Industries, Inc., as Master Lessee and Lessee--Recordation No. 8657-C.

*Countersigned by E. J. Brown O. W. Seeger*

With this letter we are enclosing for filing and recording, pursuant to 49 U.S.C. §20c, the original and three counterparts of the following:

1. Amendment No. 1 to Supplement to the Trust Indenture, dated as of October 1, 1976 among First Security Bank of Utah, N.A. and Thomas C. Cuthbert, not in their individual capacities, but solely as Owner Trustees, and United States Trust Company of New York, as Trustee.

2. Amendment No. 2 to Supplement to the Trust Indenture, dated as of October 1, 1976 among First Security Bank of Utah, N.A. and Thomas C. Cuthbert, not in their individual capacities, but solely as Owner Trustees, and United States Trust Company of New York, as Trustee.

3. Amendment No. 1 to Lease Supplement No. 1, dated as of March 1, 1977, among First Security Bank of Utah, N.A. and Thomas C. Cuthbert, not in their individual capacities, but solely as Owner Trustees and Lessor, and Kansas City Southern Industries, Inc., as Master Lessee and Lessee.

Attached is a check in the amount of \$30.00 covering the recordation fees.

The names and addresses of the parties to the documents are as follows (as filed herewith):

Owner Trustees under Amendment  
Nos. 1 and 2 to Supplement to  
the Trust Indenture and  
Lessor under Amendment No. 1  
to Lease Supplement No. 1

First Security Bank of Utah,  
N.A. and Thomas C. Cuthbert,  
as Owner Trustees  
79 South Main Street  
Salt Lake City, Utah 84111  
Attention: Robert S. Clark, Esq.

Trustee under Amendment Nos. 1  
and 2 to Supplement to the  
Trust Indenture.

United States Trust Company  
of New York, as Trustee  
130 John Street  
New York, New York 10039  
Attention: Corporate Trust and  
Agency Division

Master Lessee and Lessee  
under Amendment No. 1 to  
Lease Supplement No. 1

Kansas City Southern  
Industries, Inc.  
114 W. 11th Street  
Kansas City, Missouri 64105  
Attention: Richard P. Bruening  
General Counsel

The equipment which has been accepted and is the  
subject of this filing of Amendment Nos. 1 and 2 to Supple-  
ment to the Indenture and Amendment No. 1 to Lease Supple-  
ment No. 1 consists of the following:

<u>Manufacturer or Seller</u>	<u>Description</u>	<u>Identification or Serial No.</u>
Jackson Railroad Equipment Co.	Model 6000 High Produc- tion Tamper- liner	S.N. 123818
Rex Chainbelt Nordberg Div.	Tie Inserter	S.N. 118
Pettibone Corp.	Speed swing Crane with magnet	S.N. 2147
Plasser American Corporation	Ballast Regulator	S.N. 183
Jackson Vibrators, Inc.	Model 2300 Basic Spot & Production Tamper	S.N. 124898 MW 814
Jackson Vibrators, Inc.	Model 2300 Complete Spot & Production Tamper	S.N. 124899 MW 813
Rexnord Inc. Nordberg Machinery Group	Nordberg OMNSI Tie Inserter	S.N. 119 MW 530

<u>Manufacturer or Seller</u>	<u>Description</u>	<u>Identification or Serial No.</u>
Plasser American Corporation	Ballast Regulator	S.N. 193
Plasser American Corporation	Ballast Regulator	S.N. 187
Plasser American Corporation	Ballast Regulator	S.N. 194
Plasser American Corporation	Ballast Regulator	S.N. 195
Pettibone Corp.	Speed Swing Crane	S.N. 2154
Plasser American Corporation	Ballast Regulator	S.N. 196 MW 823
Jackson Vibrators, Inc.	High Production Tamper/Liner Model 6000	S.N. 126276 MW 812
Plasser American Corporation	Ballast Regulator Model PBR 103	S.N. 202 MW 849

The equipment will be marked as follows:

FIRST SECURITY BANK OF UTAH, N.A. and THOMAS C. CUTHBERT, not in their individual capacities, but solely as Trustees, as Lessor under Kansas City Southern Industries, Inc. 1976 Equipment Lease No. 1; UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee, Secured Party and Lien Holder.

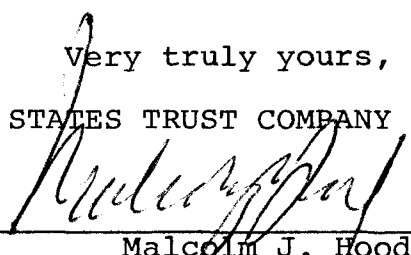
Since the three Supplements relate to the same documents as were covered by the prior filing, we would appreciate it if these Supplements were filed and recorded under the same basic recordation number as the prior recorded documents, namely number 8657.

Please stamp one of the three counterparts to each of the documents with the recordation number, time and date and return such stamped counterparts to the messenger delivering usual letter confirming recordation.

Very truly yours,

UNITED STATES TRUST COMPANY OF NEW YORK

By

A handwritten signature in dark ink, appearing to read "Malcolm J. Hood", is written over a horizontal line.

Malcolm J. Hood  
Vice President

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**7/13/77**

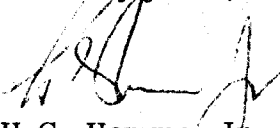
**OFFICE OF THE SECRETARY**

**Malcolm J. Hood, Vice Pres.**  
**United States Trust Company Of N.Y.**  
**45 Wall Street**  
**New York, N.Y. 10005**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,  
49 U.S.C. 20(c), on **7/13/77** at **10:55am** ,  
and assigned recordation number(s) **8657-D, 8657-E, 8657-F**

Sincerely yours,

  
**H.G. Homme, Jr.**  
**Acting Secretary**

Enclosure(s)

**SE-30-T**  
**(6/77)**

RECORDATION NO. 8657 F Filed & Recorded

JUL 18 1977-10 11 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8657 D Filed & Recorded

JUL 18 1977-10 11 AM

INTERSTATE COMMERCE COMMISSION

CORPORATE ACKNOWLEDGMENT

RECORDATION NO. 8657 F Filed & Recorded

JUL 18 1977-10 11 AM

INTERSTATE COMMERCE COMMISSION

STATE OF UTAH                    )  
                                      :  
COUNTY OF SALT LAKE        )

On the 8<sup>th</sup> day of July, A.D. 1977, personally appeared  
before me, ROBERT S. CLARK who, being by me duly sworn, did say,  
that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH,  
N.A., and that said instrument was signed in behalf of said  
national banking association by authority of its by-laws and by  
resolution of its board of directors, and said ROBERT S. CLARK  
acknowledged to me that said national banking association executed  
the same.

*Robert S. Clark*  
Notary Public

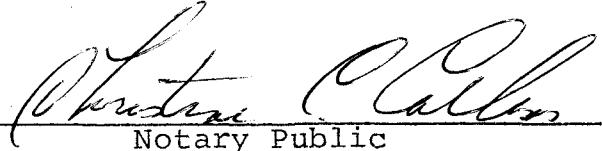
[SEAL]

My Commission Expires: \_\_\_\_\_

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK )  
:  
COUNTY OF NEW YORK)

On this *8* day of July, 1977 before me personally appeared MALCOLM J. HOOD, to me personally known, who being by me duly sworn, says that he is a Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, and that said instrument was signed on behalf of said corporation by authority of its Board of ~~Directors~~ <sup>Trustees</sup>, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

CHRISTINE C. COLLINS  
Notary Public, State of New York  
No. 61-4624735  
Qualified in New York County  
Certificate filed in New York County  
Commission Expires March 30, 1978

[SEAL]

My Commission Expires: *March 30, 1978*



COUNTERPART

RECORDATION NO. 8657 Filed & Recorded

JUL 18 1977 - 10 15 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1

TO

SUPPLEMENT TO THE TRUST INDENTURE

DATED AS OF OCTOBER 1, 1976

BETWEEN

FIRST SECURITY BANK OF UTAH, N.A. and THOMAS C.  
CUTHBERT, not in their individual capacities,  
but solely as Trustee under a Master Trust  
Agreement dated as of May 1, 1975 between them  
and Itel Leasing Corporation and as amended as  
of October 1, 1976,  
as Owner Trustees,

and

UNITED STATES TRUST COMPANY OF NEW YORK,  
as Trustee

Supplemental to Trust Indenture

dated as of May 1, 1975

KANSAS CITY SOUTHERN INDUSTRIES, INC.  
1976 Equipment Trust No. 1

This Amendment No. 1, dated as of October 1, 1976, to Supplement to the Trust Indenture dated as of October 1, 1976 (the Supplement), by and between FIRST SECURITY BANK OF UTAH, N.A., a national banking association, and THOMAS C. CUTHBERT, not in their individual capacities, but solely as trustees (the Owner Trustees) under a Master Trust Agreement dated as of May 1, 1975 between them and Itel Leasing Corporation and as amended on October 1, 1976, and UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, as trustee (the Trustee),

W I T N E S S E T H :

WHEREAS, the parties hereto have entered into the Supplement which is supplemental to the Trust Indenture dated as of May 1, 1975 and which relates to the Kansas City Southern Industries, Inc. 1976 Equipment Trust No. 1; and.

WHEREAS, the parties now desire to amend the Supplement as set forth herein below;

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The schedules for payments of principal and interest for Series 1A Notes and Series 1B Notes set forth in Paragraph (W) appearing on pages 16 and 17 of Exhibit A to the Supplement are hereby amended in toto to read as set forth below:

<u>Principal Payment No.</u>	<u>Principal Amount Payable</u>	<u>Interest Payable</u>	<u>Total Amount Payable</u>
<u>Series 1A</u>			
1	\$ 59,802.66	\$45,000.00	\$104,802.66
2	62,493.78	42,308.88	104,802.66
3	65,306.00	39,496.66	104,802.66
4	68,244.77	36,557.89	104,802.66
5	71,315.78	33,486.88	104,802.66
6	74,524.99	30,277.67	104,802.66
7	77,878.62	26,924.04	104,802.66
8	70,788.70	23,419.50	94,208.20
9	73,974.19	20,234.01	94,208.20
10	66,933.80	16,905.17	83,838.97
11	69,945.82	13,893.15	83,838.97
12	63,646.85	10,745.59	74,392.44
13	66,510.96	7,881.48	74,392.44
14	108,633.08	4,888.49	113,521.57

<u>Principal Payment No.</u>	<u>Principal Amount Payable</u>	<u>Interest Payable</u>	<u>Total Amount Payable</u>
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Series 1B

1	\$ 57,782.50	\$45,000.00	\$102,782.50
2	60,382.71	42,399.79	102,782.50
3	63,099.93	39,682.57	102,782.50
4	65,939.43	36,843.07	102,782.50
5	68,906.71	33,875.79	102,782.52
6	72,007.51	30,774.99	102,782.50
7	72,878.15	27,534.65	100,412.80
8	76,157.66	24,255.14	100,412.80
9	68,109.54	20,828.04	88,937.58
10	71,174.47	17,763.11	88,937.58
11	65,354.79	14,560.26	79,915.05
12	68,295.75	11,619.30	79,915.05
13	92,865.87	8,545.99	101,411.86
14	97,044.98	4,367.02	101,412.00 "

2. This Amendment No. 1 to Supplement to the Indenture may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument.

3. Except as otherwise modified herein, the Supplement remains unchanged and is in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Supplement to the Indenture to be duly executed by their respective officers thereunto duly authorized as of the date set forth hereinabove.

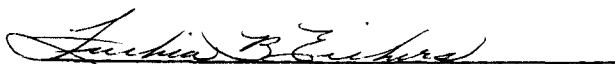
FIRST SECURITY BANK OF UTAH, N.A. and  
THOMAS C. CUTHBERT, not in the individual capacities, but solely as trustees under a Master Trust Agreement dated as of May 1, 1975 between them and Ite1 Leasing Corporation and as amended as of October 1, 1976,  
as Owner Trustees

By FIRST SECURITY BANK OF UTAH, N.A.,  
not in its individual capacity, but  
solely as Corporate Trustee and on  
behalf of the Individual Trustee,  
as Corporate Trustee

By   
Authorized Officer

[Seal]

Attest:



STATE OF NEW YORK     )  
                                  ) ss:  
COUNTY OF NEW YORK    )

On the \_\_\_\_ day of \_\_\_\_\_, 197\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_; that he is a \_\_\_\_\_, of UNITED STATES TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the By-Laws of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

STATE OF UTAH            )  
                                  ) ss:  
COUNTY OF SALT LAKE    )

On the 11 day of January, 1977, personally appeared before me, Robert S. Clark, who, being by me duly sworn, did say, that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., and that said instrument was signed in behalf of said national banking association by authority of its by-laws and resolution of its board of directors, and said Robert S. Clark acknowledged to me that said national banking association executed the same.

Ronda J. Olsen  
Notary Public

*My commission expires 11/18/79*

[NOTARIAL SEAL]

RECORDATION NO. 8657A Filed & Recorded

JUL 13 1977 - 10 <sup>45</sup> AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1

TO

SUPPLEMENT TO THE TRUST INDENTURE

DATED AS OF OCTOBER 1, 1976

BETWEEN

FIRST SECURITY BANK OF UTAH, N.A. and THOMAS C.  
CUTHBERT, not in their individual capacities,  
but solely as Trustee under a Master Trust  
Agreement dated as of May 1, 1975 between them  
and Itel Leasing Corporation and as amended as  
of October 1, 1976,  
as Owner Trustees,

and

UNITED STATES TRUST COMPANY OF NEW YORK,  
as Trustee

Supplemental to Trust Indenture.

dated as of May 1, 1975

KANSAS CITY SOUTHERN INDUSTRIES, INC.  
1976 Equipment Trust No. 1

This Amendment No. 1, dated as of October 1, 1976, to Supplement to the Trust Indenture dated as of October 1, 1976 (the Supplement), by and between FIRST SECURITY BANK OF UTAH, N.A., a national banking association, and THOMAS C. CUTHBERT, not in their individual capacities, but solely as trustees (the Owner Trustees) under a Master Trust Agreement dated as of May 1, 1975 between them and Itel Leasing Corporation and as amended on October 1, 1976, and UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, as trustee (the Trustee),

W I T N E S S E T H :

WHEREAS, the parties hereto have entered into the Supplement which is supplemental to the Trust Indenture dated as of May 1, 1975 and which relates to the Kansas City Southern Industries, Inc. 1976 Equipment Trust No. 1; and.

WHEREAS, the parties now desire to amend the Supplement as set forth herein below;

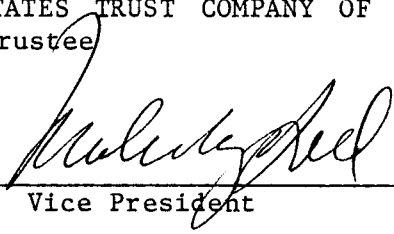
NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The schedules for payments of principal and interest for Series 1A Notes and Series 1B Notes set forth in Paragraph (W) appearing on pages 16 and 17 of Exhibit A to the Supplement are hereby amended in toto to read as set forth below:

<u>Principal Payment No.</u>	<u>Principal Amount Payable</u>	<u>Interest Payable</u>	<u>Total Amount Payable</u>
<u>Series 1A</u>			
1	\$ 59,802.66	\$45,000.00	\$104,802.66
2	62,493.78	42,308.88	104,802.66
3	65,306.00	39,496.66	104,802.66
4	68,244.77	36,557.89	104,802.66
5	71,315.78	33,486.88	104,802.66
6	74,524.99	30,277.67	104,802.66
7	77,878.62	26,924.04	104,802.66
8	70,788.70	23,419.50	94,208.20
9	73,974.19	20,234.01	94,208.20
10	66,933.80	16,905.17	83,838.97
11	69,945.82	13,893.15	83,838.97
12	63,646.85	10,745.59	74,392.44
13	66,510.96	7,881.48	74,392.44
14	108,633.08	4,888.49	113,521.57

UNITED STATES TRUST COMPANY OF NEW YORK,  
as Trustee

By

  
Vice President

[Seal]

Attest:

  
Thomas B. Zolty

The undersigned hereby consent to the terms and provisions of this amendment No. 1 to Supplement to the Indenture and hereby authorize and direct the Trustee to execute said Amendment:

LEASE INVESTMENTS TRUST,  
as Lender

By

\_\_\_\_\_, Trustee, not in his individual capacity, but solely pursuant to a Trust Agreement dated October 2, 1975.

CENTRAL SAVINGS BANK,  
as Take-Out Purchaser

By

Title

INDEPENDENCE SAVINGS BANK  
as Take-Out Purchaser

By

Title

The undersigned hereby consents to the terms and provisions of this Amendment No. 1 to Supplement to the Trust Indenture and hereby authorizes and directs the Owner Trustees to execute said Amendment:

THE FIRST NATIONAL BANK OF KANSAS CITY,  
as Beneficiary

By

Title

STATE OF NEW YORK     )  
                              ) ss:  
COUNTY OF NEW YORK    )

On the 12 day of January, 1977, before me personally came Malcolm J Hood to me known, who, being by me duly sworn, did depose and say that he resides in Warren N.J.; that he is a Vice President, of UNITED STATES TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the By-Laws of said corporation, and that he signed his name thereto by like order.



Notary Public

[NOTARIAL SEAL]

CHRISTINE C. COLLINS  
Notary Public, State of New York  
No. 31-4624735  
Qualified in New York County  
Certificate filed in New York County  
Commission Expires March 30, 1978

STATE OF UTAH            )  
                              ) ss:  
COUNTY OF SALT LAKE    )

On the \_\_\_\_ day of \_\_\_\_\_, 197\_\_, personally appeared before me, \_\_\_\_\_, who, being by me duly sworn, did say, that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., and that said instrument was signed in behalf of said national banking association by authority of its by-laws and resolution of its board of directors, and said \_\_\_\_\_ acknowledged to me that said national banking association executed the same.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]



Lease Investments Trust

8657-2

JUL 13 1977 - W 25 AM

INTERNATIONAL COMMERCE COMMISSION

AMENDMENT NO. 1

TO

SUPPLEMENT TO THE TRUST INDENTURE

DATED AS OF OCTOBER 1, 1976

BETWEEN

FIRST SECURITY BANK OF UTAH, N.A. and THOMAS C. CUTHBERT, not in their individual capacities, but solely as Trustee under a Master Trust Agreement dated as of May 1, 1975 between them and IteL Leasing Corporation and as amended as of October 1, 1976,  
as Owner Trustees,

and

UNITED STATES TRUST COMPANY OF NEW YORK,  
as Trustee

Supplemental to Trust Indenture

dated as of May 1, 1975

KANSAS CITY SOUTHERN INDUSTRIES, INC.  
1976 Equipment Trust No. 1

This Amendment No. 1, dated as of October 1, 1976, to Supplement to the Trust Indenture dated as of October 1, 1976 (the Supplement), by and between FIRST SECURITY BANK OF UTAH, N.A., a national banking association, and THOMAS C. CUTHBERT, not in their individual capacities, but solely as trustees (the Owner Trustees) under a Master Trust Agreement dated as of May 1, 1975 between them and Itel Leasing Corporation and as amended on October 1, 1976, and UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, as trustee (the Trustee),

W I T N E S S E T H :

WHEREAS, the parties hereto have entered into the Supplement which is supplemental to the Trust Indenture dated as of May 1, 1975 and which relates to the Kansas City Southern Industries, Inc. 1976 Equipment Trust No. 1; and.

WHEREAS, the parties now desire to amend the Supplement as set forth herein below;

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The schedules for payments of principal and interest for Series 1A Notes and Series 1B Notes set forth in Paragraph (W) appearing on pages 16 and 17 of Exhibit A to the Supplement are hereby amended in toto to read as set forth below:

<u>Principal Payment No.</u>	<u>Principal Amount Payable</u>	<u>Interest Payable</u>	<u>Total Amount Payable</u>
<u>Series 1A</u>			
1	\$ 59,802.66	\$45,000.00	\$104,802.66
2	62,493.78	42,308.88	104,802.66
3	65,306.00	39,496.66	104,802.66
4	68,244.77	36,557.89	104,802.66
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7	77,878.62	26,924.04	104,802.66
8	70,788.70	23,419.50	94,208.20
9	73,974.19	20,234.01	94,208.20
10	66,933.80	16,905.17	83,838.97
11	69,945.82	13,893.15	83,838.97
12	63,646.85	10,745.59	74,392.44
13	66,510.96	7,881.48	74,392.44
14	108,633.08	4,888.49	113,521.57

<u>Principal Payment No.</u>	<u>Principal Amount Payable</u>	<u>Interest Payable</u>	<u>Total Amount Payable</u>
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Series 1B

1	\$ 57,782.50	\$45,000.00	\$102,782.50
2	60,382.71	42,399.79	102,782.50
3	63,099.93	39,682.57	102,782.50
4	65,939.43	36,843.07	102,782.50
5	68,906.71	33,875.79	102,782.52
6	72,007.51	30,774.99	102,782.50
7	72,878.15	27,534.65	100,412.80
8	76,157.66	24,255.14	100,412.80
9	68,109.54	20,828.04	88,937.58
10	71,174.47	17,763.11	88,937.58
11	65,354.79	14,560.26	79,915.05
12	68,295.75	11,619.30	79,915.05
13	92,865.87	8,545.99	101,411.86
14	97,044.98	4,367.02	101,412.00 "

2. This Amendment No. 1 to Supplement to the Indenture may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument.

3. Except as otherwise modified herein, the Supplement remains unchanged and is in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Supplement to the Indenture to be duly executed by their respective officers thereunto duly authorized as of the date set forth hereinabove.

FIRST SECURITY BANK OF UTAH, N.A. and  
THOMAS C. CUTHBERT, not in the individual capacities, but solely as trustees under a Master Trust Agreement dated as of May 1, 1975 between them and Itel Leasing Corporation and as amended as of October 1, 1976,  
as Owner Trustees

By FIRST SECURITY BANK OF UTAH, N.A.,  
not in its individual capacity, but  
solely as Corporate Trustee and on  
behalf of the Individual Trustee,  
as Corporate Trustee

By \_\_\_\_\_  
Authorized Officer

[Seal]

Attest:

\_\_\_\_\_

UNITED STATES TRUST COMPANY OF NEW YORK,  
as Trustee

By \_\_\_\_\_  
Vice President

[Seal]

Attest:

\_\_\_\_\_  
The undersigned hereby consent to the terms and provisions of  
this amendment No. 1 to Supplement to the Indenture and hereby authorize  
and direct the Trustee to execute said Amendment:

LEASE INVESTMENTS TRUST,  
as Lender

By E. C. M. H. U.  
\_\_\_\_\_, Trustee, not in his  
individual capacity, but solely pursuant  
to a Trust Agreement dated October 2,  
1975.

CENTRAL SAVINGS BANK,  
as Take-Out Purchaser

By \_\_\_\_\_  
Title \_\_\_\_\_

INDEPENDENCE SAVINGS BANK  
as Take-Out Purchaser

By \_\_\_\_\_  
Title \_\_\_\_\_

The undersigned hereby consents to the terms and provisions of  
this Amendment No. 1 to Supplement to the Trust Indenture and hereby  
authorizes and directs the Owner Trustees to execute said Amendment:

THE FIRST NATIONAL BANK OF KANSAS CITY,  
as Beneficiary

By \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF NEW YORK     )  
                              ) ss:  
COUNTY OF NEW YORK    )

On the \_\_\_\_ day of \_\_\_\_\_, 197\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_; that he is a \_\_\_\_\_, of UNITED STATES TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the By-Laws of said corporation, and that he signed his name thereto by like order.

---

Notary Public

[NOTARIAL SEAL]

STATE OF UTAH            )  
                              ) ss:  
COUNTY OF SALT LAKE    )

On the \_\_\_\_ day of \_\_\_\_\_, 197\_, personally appeared before me, \_\_\_\_\_, who, being by me duly sworn, did say, that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., and that said instrument was signed in behalf of said national banking association by authority of its by-laws and resolution of its board of directors, and said \_\_\_\_\_ acknowledged to me that said national banking association executed the same.

---

Notary Public

[NOTARIAL SEAL]

Initial

RECORDATION NO. 8657 <sup>2</sup> Filed & Recorded

JUL 18 1977 -10 -5 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1

TO

SUPPLEMENT TO THE TRUST INDENTURE

DATED AS OF OCTOBER 1, 1976

BETWEEN

FIRST SECURITY BANK OF UTAH, N.A. and THOMAS C.  
CUTHBERT, not in their individual capacities,  
but solely as Trustee under a Master Trust  
Agreement dated as of May 1, 1975 between them  
and Itel Leasing Corporation and as amended as  
of October 1, 1976,  
as Owner Trustees,

and

UNITED STATES TRUST COMPANY OF NEW YORK,  
as Trustee

Supplemental to Trust Indenture

dated as of May 1, 1975

KANSAS CITY SOUTHERN INDUSTRIES, INC.  
1976 Equipment Trust No. 1

STATE OF NEW YORK     )  
                              ) ss:  
COUNTY OF NEW YORK    )

On the \_\_\_\_ day of \_\_\_\_\_, 197\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_; that he is a \_\_\_\_\_, of UNITED STATES TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the By-Laws of said corporation, and that he signed his name thereto by like order.

---

Notary Public

[NOTARIAL SEAL]

STATE OF UTAH            )  
                              ) ss:  
COUNTY OF SALT LAKE    )

On the \_\_\_\_ day of \_\_\_\_\_, 197\_, personally appeared before me, \_\_\_\_\_, who, being by me duly sworn, did say, that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., and that said instrument was signed in behalf of said national banking association by authority of its by-laws and resolution of its board of directors, and said \_\_\_\_\_ acknowledged to me that said national banking association executed the same.

---

Notary Public

[NOTARIAL SEAL]

RECORDATION NO. .... Filed & Recorded

JUL 13 1977 - 10 - 5 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1

TO

SUPPLEMENT TO THE TRUST INDENTURE

DATED AS OF OCTOBER 1, 1976

BETWEEN

FIRST SECURITY BANK OF UTAH, N.A. and THOMAS C.  
CUTHBERT, not in their individual capacities,  
but solely as Trustee under a Master Trust  
Agreement dated as of May 1, 1975 between them  
and Itel Leasing Corporation and as amended as  
of October 1, 1976,  
as Owner Trustees,

and

UNITED STATES TRUST COMPANY OF NEW YORK,  
as Trustee

Supplemental to Trust Indenture

dated as of May 1, 1975

KANSAS CITY SOUTHERN INDUSTRIES, INC.  
1976 Equipment Trust No. 1



This Amendment No. 1, dated as of October 1, 1976, to Supplement to the Trust Indenture dated as of October 1, 1976 (the Supplement), by and between FIRST SECURITY BANK OF UTAH, N.A., a national banking association, and THOMAS C. CUTHBERT, not in their individual capacities, but solely as trustees (the Owner Trustees) under a Master Trust Agreement dated as of May 1, 1975 between them and Itel Leasing Corporation and as amended on October 1, 1976, and UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, as trustee (the Trustee),

W I T N E S S E T H :

WHEREAS, the parties hereto have entered into the Supplement which is supplemental to the Trust Indenture dated as of May 1, 1975 and which relates to the Kansas City Southern Industries, Inc. 1976 Equipment Trust No. 1; and.

WHEREAS, the parties now desire to amend the Supplement as set forth herein below;

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The schedules for payments of principal and interest for Series 1A Notes and Series 1B Notes set forth in Paragraph (W) appearing on pages 16 and 17 of Exhibit A to the Supplement are hereby amended in toto to read as set forth below:

<u>Principal Payment No.</u>	<u>Principal Amount Payable</u>	<u>Interest Payable</u>	<u>Total Amount Payable</u>
<u>Series 1A</u>			
1	\$ 59,802.66	\$45,000.00	\$104,802.66
2	62,493.78	42,308.88	104,802.66
3	65,306.00	39,496.66	104,802.66
4	68,244.77	36,557.89	104,802.66
5	71,315.78	33,486.88	104,802.66
6	74,524.99	30,277.67	104,802.66
7	77,878.62	26,924.04	104,802.66
8	70,788.70	23,419.50	94,208.20
9	73,974.19	20,234.01	94,208.20
10	66,933.80	16,905.17	83,838.97
11	69,945.82	13,893.15	83,838.97
12	63,646.85	10,745.59	74,392.44
13	66,510.96	7,881.48	74,392.44
14	108,633.08	4,888.49	113,521.57

STATE OF NEW YORK     )  
                              ) ss:  
COUNTY OF NEW YORK    )

On the \_\_\_\_ day of \_\_\_\_\_, 197\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_; that he is a \_\_\_\_\_, of UNITED STATES TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the By-Laws of said corporation, and that he signed his name thereto by like order.

---

Notary Public

[NOTARIAL SEAL]

STATE OF UTAH            )  
                              ) ss:  
COUNTY OF SALT LAKE    )

On the \_\_\_\_ day of \_\_\_\_\_, 197\_, personally appeared before me, \_\_\_\_\_, who, being by me duly sworn, did say, that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., and that said instrument was signed in behalf of said national banking association by authority of its by-laws and resolution of its board of directors, and said \_\_\_\_\_ acknowledged to me that said national banking association executed the same.

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Notary Public

[NOTARIAL SEAL]

First Nat'l Bank of K.C.

RECORDATION NO. 8657-2 Filed & Recorded

JUL 13 1977-10 -1 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1

TO

SUPPLEMENT TO THE TRUST INDENTURE

DATED AS OF OCTOBER 1, 1976

BETWEEN

FIRST SECURITY BANK OF UTAH, N.A. and THOMAS C.  
CUTHBERT, not in their individual capacities,  
but solely as Trustee under a Master Trust  
Agreement dated as of May 1, 1975 between them  
and Itel Leasing Corporation and as amended as  
of October 1, 1976,  
as Owner Trustees,

and

UNITED STATES TRUST COMPANY OF NEW YORK,  
as Trustee

Supplemental to Trust Indenture

dated as of May 1, 1975

KANSAS CITY SOUTHERN INDUSTRIES, INC.  
1976 Equipment Trust No. 1

This Amendment No. 1, dated as of October 1, 1976, to Supplement to the Trust Indenture dated as of October 1, 1976 (the Supplement), by and between FIRST SECURITY BANK OF UTAH, N.A., a national banking association, and THOMAS C. CUTHBERT, not in their individual capacities, but solely as trustees (the Owner Trustees) under a Master Trust Agreement dated as of May 1, 1975 between them and Itel Leasing Corporation and as amended on October 1, 1976, and UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, as trustee (the Trustee),

W I T N E S S E T H :

WHEREAS, the parties hereto have entered into the Supplement which is supplemental to the Trust Indenture dated as of May 1, 1975 and which relates to the Kansas City Southern Industries, Inc. 1976 Equipment Trust No. 1; and.

WHEREAS, the parties now desire to amend the Supplement as set forth herein below;

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The schedules for payments of principal and interest for Series 1A Notes and Series 1B Notes set forth in Paragraph (W) appearing on pages 16 and 17 of Exhibit A to the Supplement are hereby amended in toto to read as set forth below:

<u>Principal Payment No.</u>	<u>Principal Amount Payable</u>	<u>Interest Payable</u>	<u>Total Amount Payable</u>
<u>Series 1A</u>			
1	\$ 59,802.66	\$45,000.00	\$104,802.66
2	62,493.78	42,308.88	104,802.66
3	65,306.00	39,496.66	104,802.66
4	68,244.77	36,557.89	104,802.66
5	71,315.78	33,486.88	104,802.66
6	74,524.99	30,277.67	104,802.66
7	77,878.62	26,924.04	104,802.66
8	70,788.70	23,419.50	94,208.20
9	73,974.19	20,234.01	94,208.20
10	66,933.80	16,905.17	83,838.97
11	69,945.82	13,893.15	83,838.97
12	63,646.85	10,745.59	74,392.44
13	66,510.96	7,881.48	74,392.44
14	108,633.08	4,888.49	113,521.57

<u>Principal Payment No.</u>	<u>Principal Amount Payable</u>	<u>Interest Payable</u>	<u>Total Amount Payable</u>
--------------------------------------	---	-----------------------------	-------------------------------------

Series 1B

1	\$ 57,782.50	\$45,000.00	\$102,782.50
2	60,382.71	42,399.79	102,782.50
3	63,099.93	39,682.57	102,782.50
4	65,939.43	36,843.07	102,782.50
5	68,906.71	33,875.79	102,782.52
6	72,007.51	30,774.99	102,782.50
7	72,878.15	27,534.65	100,412.80
8	76,157.66	24,255.14	100,412.80
9	68,109.54	20,828.04	88,937.58
10	71,174.47	17,763.11	88,937.58
11	65,354.79	14,560.26	79,915.05
12	68,295.75	11,619.30	79,915.05
13	92,865.87	8,545.99	101,411.86
14	97,044.98	4,367.02	101,412.00 "

2. This Amendment No. 1 to Supplement to the Indenture may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument.

3. Except as otherwise modified herein, the Supplement remains unchanged and is in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Supplement to the Indenture to be duly executed by their respective officers thereunto duly authorized as of the date set forth hereinabove.

FIRST SECURITY BANK OF UTAH, N.A. and  
THOMAS C. CUTHBERT, not in the individual capacities, but solely as trustees under a Master Trust Agreement dated as of May 1, 1975 between them and Itel Leasing Corporation and as amended as of October 1, 1976,  
as Owner Trustees

By FIRST SECURITY BANK OF UTAH, N.A.,  
not in its individual capacity, but  
solely as Corporate Trustee and on  
behalf of the Individual Trustee,  
as Corporate Trustee

By \_\_\_\_\_  
Authorized Officer

[Seal]

Attest:

\_\_\_\_\_

UNITED STATES TRUST COMPANY OF NEW YORK,  
as Trustee

By \_\_\_\_\_  
Vice President

[Seal]

Attest:

\_\_\_\_\_  
The undersigned hereby consent to the terms and provisions of  
this amendment No. 1 to Supplement to the Indenture and hereby authorize  
and direct the Trustee to execute said Amendment:

LEASE INVESTMENTS TRUST,  
as Lender

By \_\_\_\_\_  
\_\_\_\_\_, Trustee, not in his  
individual capacity, but solely pursuant  
to a Trust Agreement dated October 2,  
1975.

CENTRAL SAVINGS BANK,  
as Take-Out Purchaser

By \_\_\_\_\_  
Title \_\_\_\_\_

INDEPENDENCE SAVINGS BANK  
as Take-Out Purchaser

By \_\_\_\_\_  
Title \_\_\_\_\_

The undersigned hereby consents to the terms and provisions of  
this Amendment No. 1 to Supplement to the Trust Indenture and hereby  
authorizes and directs the Owner Trustees to execute said Amendment:

THE FIRST NATIONAL BANK OF KANSAS CITY,  
as Beneficiary

By Neil D. Douda  
Senior Vice President  
Title \_\_\_\_\_

STATE OF NEW YORK     )  
                                      ) ss:  
COUNTY OF NEW YORK    )

On the \_\_\_\_ day of \_\_\_\_\_, 197\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_; that he is a \_\_\_\_\_, of UNITED STATES TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the By-Laws of said corporation, and that he signed his name thereto by like order.

---

Notary Public

[NOTARIAL SEAL]

STATE OF UTAH            )  
                                      ) ss:  
COUNTY OF SALT LAKE    )

On the \_\_\_\_ day of \_\_\_\_\_, 197\_, personally appeared before me, \_\_\_\_\_, who, being by me duly sworn, did say, that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., and that said instrument was signed in behalf of said national banking association by authority of its by-laws and resolution of its board of directors, and said \_\_\_\_\_ acknowledged to me that said national banking association executed the same.

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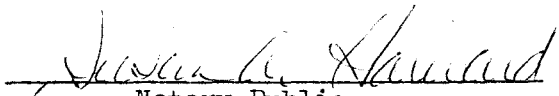
Notary Public

[NOTARIAL SEAL]

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH            )  
                              :  
COUNTY OF SALT LAKE    )

On the 8<sup>th</sup> day of July, A.D. 1977, personally appeared  
before me, ROBERT S. CLARK who, being by me duly sworn, did say,  
that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH,  
N.A., and that said instrument was signed in behalf of said  
national banking association by authority of its by-laws and by  
resolution of its board of directors, and said ROBERT S. CLARK  
acknowledged to me that said national banking association executed  
the same.

  
Notary Public

[SEAL]


My Commission Expires: \_\_\_\_\_



CORPORATE ACKNOWLEDGMENT

STATE OF UTAH            )  
                              :  
COUNTY OF SALT LAKE    )

On the 8<sup>th</sup> day of July, A.D. 1977, personally appeared before me, ROBERT S. CLARK who, being by me duly sworn, did say, that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., and that said instrument was signed in behalf of said national banking association by authority of its by-laws and by resolution of its board of directors, and said ROBERT S. CLARK acknowledged to me that said national banking association executed the same.

  
Notary Public

[SEAL]

My Commission Expires: \_\_\_\_\_ My commission expires June 6, 1981